

## **REMARKS/ARGUMENTS**

These remarks are in response to the Office Action dated November 10, 2004. Claims 1-43 are pending in the present application. Claims 1-43 have been rejected. Claims 1-43 remain pending. For the reasons set forth more fully below, Applicants respectfully submit that the claims as presented are allowable. Consequently, reconsideration, allowance, and passage to issue are respectfully requested.

### **Claim Rejections - 35 U.S.C. §102**

The Examiner has stated:

**Claims 1-26 and 28-43 are rejected under 35 U.S.C. 102(e) as being unpatentable by Brown et al (Brown), US 6,732,179, 4 May 2004.**

**Brown is directed to the controlled access to database services including pay-per-view [COL 1 lines 20-47].**

**As to claims 36-39, pay-per-view (PPV) by its nature controls access to a database based at an agreed-upon schedule and price. This is detailed in some particular at COL 18, Pay-Per-View Information. The client (user) executes (HTML-rendering) software supporting standard web browsing [COL 2 lines 28-43]. While it is clear that this is done without downloading database software, the process is specified in terms of various APIs that provide access to such software rather than the database software itself. See for instance, COL 6 lines 27 and after and COL 9 and its surround. Clearly this utilized databases. The schedule and price are agreed-upon criteria; one is time-based, the other is cost-based. ...**

**As to claim 1, as noted above, database commands are invoked, not downloaded.**

**The elements of claims 2-10 and 43 are rejected in the analysis above and these claims are rejected on that basis. ...**

**The elements of claims 16-26 and 28-35 are rejected in the analysis above and these claims are rejected on that basis. ...**

Applicants respectfully disagree with the Examiner's rejections. The present invention provides a method and system for providing a database. In a first aspect, the method comprises the steps of accessing the database over a public network by a browser without downloading database software. The method further includes controlling access to the database based on an agreed-upon schedule and price. In a second aspect, a database service for use on a

public network is disclosed. The database service comprises a presentation layer, the presentation layer including a browser, a web server coupled to the public network and a web application platform coupled to the web server. The database includes an application layer comprising a user interface (UI) application. The UI application is executed on the web application platform and is capable of communicating with the browser through standard program code. Finally, the database service includes a database management layer. The database management layer includes at least one database which communicates with the UI application. Accordingly, a database can be managed centrally while resources of the database can be consumed individually and globally. An end user, or a consolidator of users, purchases database services from the database provider based on an agreed schedule. Parameters used to calculate billing may include the amount of computing resources, for instance, disk allocated to the end users, the network bandwidth made available to them for use, or optional management services like back-up, restore, performance tuning, etc. Brown does not teach or suggest these features, as discussed below.

Brown discloses a method and system for restricting access to user resources. A user's set top box (STB), or other client, executes a shell and has an application programming interface (API) by which certain features of the client can be controlled. The client is in communication with a walled garden proxy server (WGPS), which controls access to a walled garden. The walled garden contains links to one or more servers providing network-based services. The client sends a request to the WGPS to access a service provided by a site in the garden. To provide the service, the site sends the client a message containing code calling a function in the API. The WGPS traps the message from the site and looks up the site in a table to determine the

access control list (ACL) for the site. The ACL is a bit-map that specifies which functions of the client's API can be invoked by code from the site. The WGPS includes the ACL in the header of the hypertext transport protocol (HTTP) message to the client. The shell receives the message and extracts the ACL. The shell uses the ACL to determine whether the code has permission to execute any called functions in the API. If the code lacks permission, the shell stops execution and sends a message to the site indicating that the site lacks permission. Otherwise, the shell allows the code to call the function. (Abstract)

However, Brown does not teach or suggest the combination of “accessing the database over a public network by a browser without downloading database software” and “controlling access to the database based on an agreed-upon schedule and price,” as recited in independent claim 1. The Examiner has referred to column 1, lines 20-47, of Brown as teaching controlled access to database services including pay-per-view. However, Brown is not directed to accessing a database service over a network. Instead, Brown is directed to restricting access to **cable television services** (column 1, lines 20-38). Accessing cable television services in Brown is different from accessing a database, because accessing cable television services in Brown merely means being able to invoke certain functions such as changing the channel, accessing an electronic program guide, instantiating user interface elements, and accessing an electronic wallet (column 2, lines 29-43, and column 3, lines 1-11). Furthermore, such services are not even provided by a database but are instead “provided by one or more walled garden servers coupled to a walled garden network” (column 2, lines 59-61). The Examiner has referred to column 3, lines 1-11, of Brown as teaching that database commands are invoked. However, nowhere in column 3, lines 1-11, does Brown state that database commands are invoked. Instead, Brown

states at column 3, lines 1-7, that a JAVASCRIPT program can invoke one or more of the functions in the (application programming interface) APIs and that an access control list (ACL) specifies which set top box (STB) API functions may be called by the site. In other words, API functions (not database commands) are invoked.

Furthermore, where Brown does mention databases, Brown clearly does not describe allowing a user to access such databases. One database 415 is used to authenticate a user and authorize the user to access the services in the walled garden (column 8, lines 11-14). Another database 440 contains user authorization and authentication information (column 9, lines 52-53). Another database used with a walled garden application server (WGAS) has information that is not replicated with the walled garden (column 9, lines 9-14). Another database 444 holds permissions indicating web sites that users can access and client API functions that the web sites can access (column 10, lines 3-5). Clearly, the databases described by Brown *teach away* from the present invention, since allowing a user access to such databases of Brown would defeat the purpose of Brown which is to control access to the walled garden.

Therefore, Brown does not teach or suggest the combination of steps as recited in independent claim 1, and this claim is allowable over Brown.

#### Independent claims 5, 9, 16, 23, 28, 29, and 36

Similar to independent claim 1, independent claims 5, 9, 16, 23, and 28 recite a database and “access to the database based on an agreed-upon schedule and price.” As described above, with respect to independent claim 1, Brown does not teach or suggest this feature. Accordingly, the above-articulated arguments related to independent claim 1 apply with equal force to claims

5, 9, 16, 23, and 28. Therefore, these claims are allowable over Brown for at least the same reasons as claim 1. Claims 29 and 36 recite a database and “controlling access to the database based upon a mutually agreed-upon criteria between a provider of the database and the user.” Brown does not teach or suggest access to a database based upon a mutually agreed-upon criteria. Accordingly, claims 29 and 36 are allowable over Brown for at least the same reasons as claim 1.

### **Claim Rejections - 35 U.S.C. §103**

The Examiner has stated:

**Claims 27 is rejected under 35 U.S.C. 103(a) as being unpatentable over Brown et al (Brown), US 6,732,179, 4 May 2004.**

**As to claim 27, Brown does not explicitly address the use of standard layers such as the presentation and application layers, nor database backup. Official Notice is taken that these elements of the practice of distributed computing were well known at the time of the invention and applied because of their efficiency.**

Applicants respectfully disagree with the Examiner’s rejections. Similar to independent claim 1, independent claim 27 recites a database and “access to the database based on an agreed-upon schedule and price.” As described above, with respect to independent claim 1, Brown does not teach or suggest this feature. Accordingly, the above-articulated arguments related to independent claim 1 apply with equal force to claim 27. Therefore, claim 27 is allowable over Brown for at least the same reasons as claim 1.

### **Dependent claims**

Dependent claims 2-4, 6-8, 10-15, 17-22, 24-26, 30-35, and 37-43 depend from independent claims 1, 5, 9, 16, 23, 29, and 36, respectively. Accordingly, the above-articulated

arguments related to independent claims 1, 5, 9, 16, 23, 29, and 36 apply with equal force to claims 2-4, 6-8, 10-15, 17-22, 24-26, 30-35, and 37-43, which are thus allowable over the cited references for at least the same reasons as claims 1, 5, 9, 16, 23, 29, and 36.

Conclusion

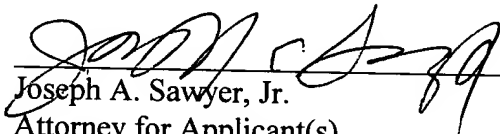
In view of the foregoing, Applicants submit that claims 1-43 are patentable over the cited references. Applicants, therefore, respectfully request reconsideration and allowance of the claims as now presented.

Applicants' attorney believes that this application is in condition for allowance. Should any unresolved issues remain, the Examiner is invited to call Applicants' attorney at the telephone number indicated below.

Respectfully submitted,

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Date

  
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